

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER SAQMMA16R0035		6. SOLICITATION ISSUE DATE 06/16/2016			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Madhu B. LeFevre		b. TELEPHONE NUMBER (No collect calls) c. EMAIL lefevremb@state.gov	
8. OFFER DUE DATE / LOCAL TIME 07/18/2016 17:00:00					
9. ISSUED BY OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) 1038 S PATRICK DRIVE ATTN: INL AIRWING PATRICK AFB, FL 32925		CODE LMAQM		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. RATING A1	
15. DELIVER TO DEPT. OF STATE LOGISTICS/MAINTENANCE/ADMIN. DIV (INL/A/L) 1038 S. Patrick Drive BLDG. 985 PATRICK AFB, FL 32925		CODE INLAL		16. ADMINISTERED BY OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) 1038 S PATRICK DRIVE ATTN: INL AIRWING PATRICK AFB, FL 32925	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY GLOBAL FINANCIAL SERVICES CENTER, CHARLESTON, SOUTH CAROLINA PO BOX 150008; Fax To: 1-866-483-3436 ATTN: OFFICE OF CLAIMS CHARLESTON, SC 29415-5008	
Contact Telephone No.		Duns		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

See Line Items Section

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Patrick Murphy		31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
41c. DATE		42c. DATE REC'D (YY/MM/DD)		
		42d. TOTAL CONTAINERS		

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
2	Contract Clauses	36
	52.212-4 Contract Terms and Conditions--Commercial Items (May 2015).....	36
	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items (June 2016).....	36
	52.216-22 Indefinite Quantity (Oct 1995).....	42
	52.217-6 Option for Increased Quantity (Mar 1989)	42
	52.217-9 Option to Extend the Term of the Contract (Mar 2000)	42
	652.216-70 ORDERING INDEFINITE-DELIVERY CONTRACTS (APR 2004)	43
	652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988).....	43
	652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)	43
	652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999).....	43
	652.242-71 NOTICE OF SHIPMENTS (JUL 1988)	44
	652.242-72 SHIPPING INSTRUCTIONS (DEC 1994)	44
	652.243-70 NOTICES (AUG 1999)	44
	52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	44
	652.232-72 LIMITATION OF FUNDS (AUG 1999).....	44
	52.245-1 Government Property (Apr 2012)	45
	652.247-70 NOTICE OF SHIPMENTS (FEB 2015).....	54
	652.247-71 SHIPPING INSTRUCTIONS (FEB 2015).....	54
3	Solicitation Provisions	56
	52.215-1 Alt I Instructions to Offerors - Competitive Acquisition (Jan 2004) - Alternate I (Oct 1997)	56
	52.216-1 Type of Contract (Apr 1984)	59
	52.232-38 Submission of Electronic Funds Transfer Information With Offer (Jul 2013).....	59
	652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)	60
	L-008 STANDARD COMMERCIAL WARRANTY	63
	52.212-1 Instructions to Offerors--Commercial Items (Oct 2015)	63
4	Evaluation Factors.....	68
	52.217-5 Evaluation of Options (July 1990).....	68
	M-006 PROPOSAL EVALUATION.....	68
	52.212-2 Evaluation - Commercial Items (Oct 2014).....	70
5	Representations and Certifications.....	71
	52.212-3 Offeror Representations and Certifications--Commercial Items (Apr 2016)	71
	652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)	85

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
001	<p>Overhaul Engine T53-L-703</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for a Basic T53-L-703 Engine Overhaul. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; disassembly; complete cleaning; all inspection tasks; all NDI requirements; reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables for complete overhaul; all hardware used including lock cups and seals; common spot repairs; common helicoil repairs and or replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed governor overhaul; fuel nozzle replacement or overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p>	5.00	EA		
001 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic engine overhaul CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p>	1.00	EA		
001 AB	<p>Over and Above Materials</p> <p>This is a Cost Reimbursable CLIN for additional materials required outside the basic overhaul CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog price. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p>	1.00	EA		
001 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. This cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in-house and not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	<p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2016 to 08/14/2017</p>				
002	<p>Engine Conversion T53-L-13B to T53-L-703</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Engine Conversion. Unit Price shall include shipping from Melbourne, FL to Offeror's facility by authorized carrier; receiving inspection of the T53-L-13B; evaluation; Honeywell Engine Fabrication Instructions (EFI); disassembly; complete Clean; all inspection tasks; all NDI requirements; total reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables; all hardware used to include lock cups and seals; common spot repairs; common helicoil repairs and replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed Governor overhaul; fuel nozzle overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and Oil Sampling; Preserve and secure in shipping container; documentation; Commercial Warranty and, shipment from Offeror's facility to Melbourne, FL by authorized carrier.</p>	5.00	EA		
	<p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2016 to 08/14/2017</p>				
002 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic T53-L-13B to T53-L-703 conversion CLIN.</p>	1.00	EA		
	<p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2016 to 08/14/2017</p>				
002 AB	<p>Over and Above Materials</p> <p>This is Cost Reimbursable CLIN for any additional materials required outside the basic T53-L-13B to T53-L-703 conversion CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p>	1.00	EA		
	<p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2016 to 08/14/2017</p>				
002 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment;</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	<p>accessary overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p>				
003	<p>Shipping Container Refurbishment</p> <p>This is a FFP CLIN for refurbishing containers used for shipment of T53 engines. Unit Price shall include inspection; evaluation; complete cleaning; all inspections tasks; rust removal; repair; complete strip and paint of inside and outside of the container; and reapplication of DoS markings.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p>	1.00	EA		
004	<p>Engine Repair and Return to Service</p> <p>This is a FFP CLIN for the inspection and repair of T53-L-703 engines. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection of the T53-L-703; evaluation; complete cleaning; all functional testing of installed accessories and assemblies; all consumables; all hardware used including lock cups and seals; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p>	1.00	EA		
004 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic engine repair CLIN to complete and make ready to issue (RFI).</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p>	1.00	EA		
004 AB	<p>Over and Above Materials</p> <p>This is a Cost Reimbursable CLIN for additional materials required for any additional required outside the basic repair to complete and make ready to issue (RFI). The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	but shall not exceed 60% of OEM published catalog prices. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017				
004 AC	Over and Above Repair and Rework This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017	1.00	EA		
005	Engine Transport This is a FFP CLIN for one way engine shipping cost, per unit, by authorized carrier, either to the Offeror facility from Melbourne Florida or to Melbourne Florida from the Offeror facility. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017	1.00	EA		
006	Demilitarization and Property Disposal This is a Firm Fixed Price (FFP) CLIN for Unit Labor Cost per man-hour for demilitarization and disposal of government provided materials that are deemed Beyond Economical to Repair (BER), at or near life limit, excess, salvage, and or scrap. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017	1.00	EA		
006 AA	Over and Above Property Disposal Cost reimbursable CLIN for outside vendor disposal of those government materials deemed extremely hazardous and beyond the capability of the Offeror's facility to dispose properly. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017	1.00	EA		
007	Engine Performance Run This is a Firm Fixed Price (FFP) CLIN to perform a T53-L-703 Engine test cell run evaluation. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; pre	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
008	<p>run cleaning; all consumables; any hardware used; engine test cell run(s) and evaluation; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p> <p>Contractor Travel</p> <p>This is a Not-to-Exceed Cost Reimbursable CLIN for approved Offeror travel to perform engine evaluations and repairs at locations other than Offeror's facility. Contractor shall submit a proposal for each travel request to the Contracting Officer or the Contracting Officer's Representative (COR) for approval in advance.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2017</p>	1.00	LT		
1001	<p>Overhaul Engine T53-L-703</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for a Basic T53-L-703 Engine Overhaul. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; disassembly; complete cleaning; all inspection tasks; all NDI requirements; reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables for complete overhaul; all hardware used including lock cups and seals; common spot repairs; common helicoil repairs and or replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed governor overhaul; fuel nozzle replacement or overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018</p>	5.00	EA		
1001 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic engine overhaul CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018</p>	1.00	EA		
1001 AB	<p>Over and Above Materials</p> <p>This is a Cost Reimbursable CLIN for additional materials required outside the basic overhaul CLIN. The proposed</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1001 AC	<p>unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog price. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018</p> <p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. This cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in-house and not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018</p>	1.00	EA		
1002	<p>Engine Conversion T53-L-13B to T53-L-703</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Engine Conversion. Unit Price shall include shipping from Melbourne, FL to Offeror's facility by authorized carrier; receiving inspection of the T53-L-13B; evaluation; Honeywell Engine Fabrication Instructions (EFI); disassembly; complete Clean; all inspection tasks; all NDI requirements; total reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables; all hardware used to include lock cups and seals; common spot repairs; common helicoil repairs and replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed Governor overhaul; fuel nozzle overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and Oil Sampling; Preserve and secure in shipping container; documentation; Commercial Warranty and, shipment from Offeror's facility to Melbourne, FL by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018</p>	5.00	EA		
1002 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic T53-L-13B to T53-L-703 conversion CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	08/15/2017 to 08/14/2018				
1002 AB	<p>Over and Above Materials</p> <p>This is Cost Reimbursable CLIN for any additional materials required outside the basic T53-L-13B to T53-L-703 conversion CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018</p>	1.00	EA		
1002 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018</p>	1.00	EA		
1003	<p>Shipping Container Refurbishment</p> <p>This is a FFP CLIN for refurbishing containers used for shipment of T53 engines. Unit Price shall include inspection; evaluation; complete cleaning; all inspections tasks; rust removal; repair; complete strip and paint of inside and outside of the container; and reapplication of DoS markings.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018</p>	1.00	EA		
1004	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	08/15/2017 to 08/14/2018				
1004 AA	Over and Above Labor This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic engine repair CLIN to complete and make ready to issue (RFI). Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018	1.00	EA		
1004 AB	Over and Above Materials This is a Cost Reimbursable CLIN for additional materials required for any additional required outside the basic repair to complete and make ready to issue (RFI). The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018	1.00	EA		
1004 AC	Over and Above Repair and Rework This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018	1.00	EA		
1005	Engine Transport This is a FFP CLIN for one way engine shipping cost, per unit, by authorized carrier, either to the Offeror facility from Melbourne Florida or to Melbourne Florida from the Offeror facility. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018	1.00	EA		
1006	Demilitarization and Property Disposal This is a Firm Fixed Price (FFP) CLIN for Unit Labor Cost per man-hour for demilitarization and disposal of government provided materials that are deemed Beyond Economical to Repair (BER), at or near life limit, excess,	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	salvage, and or scrap. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018				
1006 AA	Over and Above Property Disposal Cost reimbursable CLIN for outside vendor disposal of those government materials deemed extremely hazardous and beyond the capability of the Offeror's facility to dispose properly. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018	1.00	EA		
1007	Engine Performance Run This is a Firm Fixed Price (FFP) CLIN to perform a T53-L-703 Engine test cell run evaluation. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; pre run cleaning; all consumables; any hardware used; engine test cell run(s) and evaluation; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018	1.00	EA		
1008	Contractor Travel This is a Not-to-Exceed Cost Reimbursable CLIN for approved Offeror travel to perform engine evaluations and repairs at locations other than Offeror's facility. Contractor shall submit a proposal for each travel request to the Contracting Officer or the Contracting Officer's Representative (COR) for approval in advance. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2017 to 08/14/2018	1.00	LT		
2001	Overhaul Engine T53-L-703 This is a Firm-Fixed Priced (FFP) CLIN for a Basic T53-L-703 Engine Overhaul. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; disassembly; complete cleaning; all inspection tasks; all NDI requirements; reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables for complete overhaul; all hardware used including lock cups and seals; common spot repairs; common helicoil repairs and or replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed governor overhaul; fuel nozzle replacement or overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter	5.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
2001 AA	<p>replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019</p> <p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per manhour for any additional work required outside the basic engine overhaul.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2016 to 08/14/2019</p>	1.00	EA		
2001 AB	<p>Over and Above Materials</p> <p>This is a Cost Reimbursable CLIN for additional materials required outside the basic overhaul CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog price. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019</p>	1.00	EA		
2001 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. This cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in-house and not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019</p>	1.00	EA		
2002	<p>Engine Conversion T53-L-13B to T53-L-703</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Engine Conversion. Unit Price shall include shipping from Melbourne, FL to Offeror's facility by authorized carrier; receiving inspection of the T53-L-13B; evaluation; Honeywell Engine Fabrication Instructions (EFI); disassembly; complete Clean; all inspection tasks; all NDI requirements; total reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables; all hardware used to</p>	5.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	<p>include lock cups and seals; common spot repairs; common helicoil repairs and replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed Governor overhaul; fuel nozzle overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and Oil Sampling; Preserve and secure in shipping container; documentation; Commercial Warranty and, shipment from Offeror's facility to Melbourne, FL by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019</p>				
2002 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic T53-L-13B to T53-L-703 conversion CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019</p>	1.00	EA		
2002 AB	<p>Over and Above Materials</p> <p>This is Cost Reimbursable CLIN for any additional materials required outside the basic T53-L-13B to T53-L-703 conversion CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019</p>	1.00	EA		
2002 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019</p>	1.00	EA		
2003	<p>Shipping Container Refurbishment</p> <p>This is a FFP CLIN for refurbishing containers used for shipment of T53 engines. Unit Price shall include</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	inspection; evaluation; complete cleaning; all inspections tasks; rust removal; repair; complete strip and paint of inside and outside of the container; and reapplication of DoS markings. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019				
2004	Over and Above Repair and Rework This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019	1.00	EA		
2004 AA	Over and Above Labor This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic engine repair CLIN to complete and make ready to issue (RFI). Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019	1.00	EA		
2004 AB	Over and Above Materials This is a Cost Reimbursable CLIN for additional materials required for any additional required outside the basic repair to complete and make ready to issue (RFI). The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices. Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019	1.00	EA		
2004 AC	Over and Above Repair and Rework This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	above labor rate and material will be provided under the Over and Above Materials CLIN.				
	Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019				
2005	Engine Transport This is a FFP CLIN for one way engine shipping cost, per unit, by authorized carrier, either to the Offeror facility from Melbourne Florida or to Melbourne Florida from the Offeror facility.	1.00	EA		
	Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019				
2006	Demilitarization and Property Disposal This is a Firm Fixed Price (FFP) CLIN for Unit Labor Cost per man-hour for demilitarization and disposal of government provided materials that are deemed Beyond Economical to Repair (BER), at or near life limit, excess, salvage, and or scrap.	1.00	EA		
	Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019				
2006 AA	Over and Above Property Disposal Cost reimbursable CLIN for outside vendor disposal of those government materials deemed extremely hazardous and beyond the capability of the Offeror's facility to dispose properly.	1.00	EA		
	Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019				
2007	Engine Performance Run This is a Firm Fixed Price (FFP) CLIN to perform a T53-L-703 Engine test cell run evaluation. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; pre run cleaning; all consumables; any hardware used; engine test cell run(s) and evaluation; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.	1.00	EA		
	Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2018 to 08/14/2019				
2008	Contractor Travel This is a Not-to-Exceed Cost Reimbursable CLIN for approved Offeror travel to perform engine evaluations and repairs at locations other than Offeror's facility. Contractor shall submit a proposal for each travel request to the	1.00	LT		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul			Date of Solicitation: 06/16/2016
Line Item No.	Description		Quantity	Unit	Unit Price	Total Cost
3001	<p>Contracting Officer or the Contracting Officer's Representative (COR) for approval in advance.</p> <p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2018 to 08/14/2019</p> <p>Overhaul Engine T53-L-703</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for a Basic T53-L-703 Engine Overhaul. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; disassembly; complete cleaning; all inspection tasks; all NDI requirements; reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables for complete overhaul; all hardware used including lock cups and seals; common spot repairs; common helicoil repairs and or replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed governor overhaul; fuel nozzle replacement or overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.</p> <p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2019 to 08/14/2020</p>		5.00	EA		
3001 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per manhour for any additional work required outside the basic engine overhaul.</p> <p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2019 to 08/14/2020</p>		1.00	EA		
3001 AB	<p>Over and Above Materials</p> <p>This is a Cost Reimbursable CLIN for additional materials required outside the basic overhaul CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog price. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2019 to 08/14/2020</p>		1.00	EA		
3001 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. This cost includes but is not limited to: precision</p>		1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
3002	<p>machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in-house and not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p> <p>Engine Conversion T53-L-13B to T53-L-703 This is a Firm-Fixed Priced (FFP) CLIN for Engine Conversion. Unit Price shall include shipping from Melbourne, FL to Offeror's facility by authorized carrier; receiving inspection of the T53-L-13B; evaluation; Honeywell Engine Fabrication Instructions (EFI); disassembly; complete Clean; all inspection tasks; all NDI requirements; total reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables; all hardware used to include lock cups and seals; common spot repairs; common helicoil repairs and replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed Governor overhaul; fuel nozzle overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and Oil Sampling; Preserve and secure in shipping container; documentation; Commercial Warranty and, shipment from Offeror's facility to Melbourne, FL by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	5.00	EA		
3002 AA	<p>Over and Above Labor This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic T53-L-13B to T53-L-703 conversion CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3002 AB	<p>Over and Above Materials This is Cost Reimbursable CLIN for any additional materials required outside the basic T53-L-13B to T53-L-703 conversion CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
3002 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3003	<p>Shipping Container Refurbishment</p> <p>This is a FFP CLIN for refurbishing containers used for shipment of T53 engines. Unit Price shall include inspection; evaluation; complete cleaning; all inspections tasks; rust removal; repair; complete strip and paint of inside and outside of the container; and reapplication of DoS markings.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3004	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3004 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic engine repair CLIN to complete and make ready to issue (RFI).</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3004 AB	Over and Above Materials	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
3004 AC	<p>This is a Cost Reimbursable CLIN for additional materials required for any additional required outside the basic repair to complete and make ready to issue (RFI). The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p> <p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3005	<p>Engine Transport</p> <p>This is a FFP CLIN for one way engine shipping cost, per unit, by authorized carrier, either to the Offeror facility from Melbourne Florida or to Melbourne Florida from the Offeror facility.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3006	<p>Demilitarization and Property Disposal</p> <p>This is a Firm Fixed Price (FFP) CLIN for Unit Labor Cost per man-hour for demilitarization and disposal of government provided materials that are deemed Beyond Economical to Repair (BER), at or near life limit, excess, salvage, and or scrap.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3006 AA	<p>Over and Above Property Disposal</p> <p>Cost reimbursable CLIN for outside vendor disposal of those government materials deemed extremely hazardous and beyond the capability of the Offeror's facility to dispose properly.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
3007	<p>Engine Performance Run</p> <p>This is a Firm Fixed Price (FFP) CLIN to perform a T53-L-703 Engine test cell run evaluation. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; pre run cleaning; all consumables; any hardware used; engine test cell run(s) and evaluation; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	EA		
3008	<p>Contractor Travel</p> <p>This is a Not-to-Exceed Cost Reimbursable CLIN for approved Offeror travel to perform engine evaluations and repairs at locations other than Offeror's facility. Contractor shall submit a proposal for each travel request to the Contracting Officer or the Contracting Officer's Representative (COR) for approval in advance.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2019 to 08/14/2020</p>	1.00	LT		
4001	<p>Overhaul Engine T53-L-703</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for a Basic T53-L-703 Engine Overhaul. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; disassembly; complete cleaning; all inspection tasks; all NDI requirements; reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables for complete overhaul; all hardware used including lock cups and seals; common spot repairs; common helicoil repairs and or replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed governor overhaul; fuel nozzle replacement or overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	5.00	EA		
4001 AA	<p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per manhour for any additional work required outside the basic engine overhaul.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
4001 AB	<p>08/15/2020 to 08/14/2021</p> <p>Over and Above Materials</p> <p>This is a Cost Reimbursable CLIN for additional materials required outside the basic overhaul CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog price. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4001 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. This cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in-house and not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4002	<p>Engine Conversion T53-L-13B to T53-L-703</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Engine Conversion. Unit Price shall include shipping from Melbourne, FL to Offeror's facility by authorized carrier; receiving inspection of the T53-L-13B; evaluation; Honeywell Engine Fabrication Instructions (EFI); disassembly; complete Clean; all inspection tasks; all NDI requirements; total reassembly; all testing and adjustments; all functional testing of installed accessories and assemblies; all consumables; all hardware used to include lock cups and seals; common spot repairs; common helicoil repairs and replacement if required; strip, inspection, repairing, blending, treating, painting of all magnesium parts, housings; complete fuel control and overspeed Governor overhaul; fuel nozzle overhaul and testing; engine test cell run(s) and adjustments; post test run FOD check, filter replacement, and Oil Sampling; Preserve and secure in shipping container; documentation; Commercial Warranty and, shipment from Offeror's facility to Melbourne, FL by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	5.00	EA		
4002	Over and Above Labor	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
AA	<p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic T53-L-13B to T53-L-703 conversion CLIN.</p> <p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2020 to 08/14/2021</p>				
4002 AB	<p>Over and Above Materials</p> <p>This is Cost Reimbursable CLIN for any additional materials required outside the basic T53-L-13B to T53-L-703 conversion CLIN. The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4002 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Cost includes but is not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4003	<p>Shipping Container Refurbishment</p> <p>This is a FFP CLIN for refurbishing containers used for shipment of T53 engines. Unit Price shall include inspection; evaluation; complete cleaning; all inspections tasks; rust removal; repair; complete strip and paint of inside and outside of the container; and reapplication of DoS markings.</p> <p>Doc Ref No:</p> <p>Delivery (Start to End) Date FOB:</p> <p>Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4004	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs).</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
4004 AA	<p>Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p> <p>Over and Above Labor</p> <p>This is a Firm-Fixed Priced (FFP) CLIN for Unit Labor Cost per man-hour for any additional work required outside the basic engine repair CLIN to complete and make ready to issue (RFI).</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4004 AB	<p>Over and Above Materials</p> <p>This is a Cost Reimbursable CLIN for additional materials required for any additional required outside the basic repair to complete and make ready to issue (RFI). The proposed unit cost for new materials shall include OEM costs and any related material handling costs but shall not exceed OEM published catalog prices. The cost for used approved, overhauled materials shall be cost plus fixed fee but shall not exceed 60% of OEM published catalog prices.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4004 AC	<p>Over and Above Repair and Rework</p> <p>This is a Cost Reimbursable CLIN for all outside vendor repairs and rework not included in the fixed price CLIN. Included but not limited to: precision machining; brazing; welding; plasma spray; air flow and adjustment; accessory overhaul; proprietary specialty coatings; electron beam (EB) welding; Electrical Discharge Machining (EDMs). Repairs and reworks performed in house not included in the fixed price CLIN will be reimbursed at the over and above labor rate and material will be provided under the Over and Above Materials CLIN.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4005	<p>Engine Transport</p> <p>This is a FFP CLIN for one way engine shipping cost, per unit, by authorized carrier, either to the Offeror facility from Melbourne Florida or to Melbourne Florida from the Offeror facility.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		

Line Item Summary	Solicitation Number: SAQMMA16R0035	Contract Number:	Title: Honeywell Engine Conversion and Overhaul		Date of Solicitation: 06/16/2016
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
4006	<p>Demilitarization and Property Disposal</p> <p>This is a Firm Fixed Price (FFP) CLIN for Unit Labor Cost per man-hour for demilitarization and disposal of government provided materials that are deemed Beyond Economical to Repair (BER), at or near life limit, excess, salvage, and or scrap.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4006 AA	<p>Over and Above Property Disposal</p> <p>Cost reimbursable CLIN for outside vendor disposal of those government materials deemed extremely hazardous and beyond the capability of the Offeror's facility to dispose properly.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4007	<p>Engine Performance Run</p> <p>This is a Firm Fixed Price (FFP) CLIN to perform a T53-L-703 Engine test cell run evaluation. Unit Price shall include shipping from Melbourne Florida to Offeror's facility by authorized carrier; receiving inspection; evaluation; pre run cleaning; all consumables; any hardware used; engine test cell run(s) and evaluation; post test run FOD check, filter replacement, and oil sampling; preserve and secure engine in shipping container; documentation; and shipment from Offeror's facility to Melbourne Florida by authorized carrier.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	EA		
4008	<p>Contractor Travel</p> <p>This is a Not-to-Exceed Cost Reimbursable CLIN for approved Offeror travel to perform engine evaluations and repairs at locations other than Offeror's facility. Contractor shall submit a proposal for each travel request to the Contracting Officer or the Contracting Officer's Representative (COR) for approval in advance.</p> <p>Doc Ref No: Delivery (Start to End) Date FOB: Date 08/15/2020 to 08/14/2021</p>	1.00	LT		

1.1 TYPE OF CONTRACT

This is a **Firm Fixed Price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ)** type contract.
(end of clause)

B-004 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (Indefinite Quantity Contract)

Per FAR 52.216-22 "INDEFINITE QUANTITY," the minimum for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to the amount(s) set forth below.

\$972,000.00

The maximum for this indefinite quantity contract (including options) shall be any quantity or combination of supplies and services equal to \$16,608,721.00.

(end of clause)

Section 1- Solicitation/Contract Form

1.2 SPECIFICATIONS

Please see Statement of Work (SOW) dated Feb 9, 2016 at Attachment 1.

C-003 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

- (a) The Contractor shall perform this contract in accordance with its technical proposal dated **[DATE]** and any revisions thereto submitted in response to Solicitation No. **SAQMMA16R0035**.
- (b) The Contractor's technical proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" clause in SECTION I of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's technical proposal shall follow "the specifications" in the order of precedence.
(end of clause)

Section 1- Solicitation/Contract Form

1.3 PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination.

(end of clause)

1.4 PACKING LIST(S)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor;
- (b) Name and address of consignee;
- (c) Government contract number (and delivery order number, if used);
- (d) Government bill of lading number covering the shipment, if any; and
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

(end of clause)

1.5 WARRANTY NOTIFICATION

In accordance with FAR 46.706(b)(5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies. Warranty information shall include the terms and duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

(end of clause)

1.6 PACKAGING AND PALLETIZING

VENDOR NOTE: The packing and palletizing - if palletizing is required for this order - must conform to the standards in the International Standards for Phytosanitary Measures Publication No. 15: "Guidelines for Regulating Wood Packaging Material in International Trade" (ISPM 15) and have the appropriate markings indicating that the materials meet this standard. Any deliveries arriving at our indicated delivery address that do not meet these standards will be rejected at the vendor's expense. For any additional information concerning these requirements, please refer to the following www.cbp.gov/xp/cgov/import/commercial_enforcement/wpm OR www.aphis.usda.gov/ppq/wpm/import.html.

(end of clause)

Section 1- Solicitation/Contract Form

1.7 PLACE OF DELIVERY

Delivery of supplies under this contract shall be made to the following address(es):

US Department of State, Logistics Division

2765 Business Center Blvd

Melbourne, FL 32940

(end of clause)

F-006 PERIOD OF PERFORMANCE

This contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until **[DATE]**.

(end of clause)

Section 1- Solicitation/Contract Form

1.8 ORDERING PROCEDURES

- a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder: Department of State Contracting Officer
- b) Orders placed under this contract shall contain the following information:
- 1) Date of order;
 - 2) Contract number and order number;
 - 3) Item number and description, quantity, and unit price;
 - 4) Delivery or performance date;
 - 5) Place of delivery or performance (including consignee);
 - 6) Packaging, packing, and shipping instructions, if any;
 - 7) Accounting and appropriation data;
 - 8) Security clearance level(s), applicable to the order, if any; and
 - 9) Any other pertinent information.
- c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."
(end of clause)

1.9 DEPARTMENT OF STATE INVOICE INSTRUCTIONS

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, or DOSPayments@state.gov, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor
- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number - Our Financial System cannot accept the following characters: @ (at symbol), ~ (Tilde), & (Ampersand), ' (Apostrophe), " (Quotation) and spaces. Please do not include any of these characters as part of your invoice number.
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date

(6) Contract Line Item Number (CLIN)

(7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the System for Award Management (SAM) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of SAM or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name:

U.S. Department of State
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:

Post Office Box 150008
Charleston, SC 29415-5008

Telephone Numbers:

Director's Secretary Voice 843-202-3761

Fax 843-746-0749

Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:

Office of Claims Customer Service
Email: commercialclaims@state.gov
Phone: 877-704-9473 Toll Free

Person to Contact: Supervisor, Vendor Claims

Email: GFS-ChiefVC@state.gov

Phone: 843-202-3881

(End of clause)

G-002 CONTRACT ADMINISTRATION DATA

Contracting Officer: Patrick J. Murphy MurphyPJ@state.gov

Jamie A. Goewey GoeweyJA@state.gov

Contract Administrator: Madhu B. LeFevre lefevremb@state.gov

Renee K. Alexander AlexanderRK@state.gov

Telephone Number: 321-783-9860

Facsimile Number: TBD provided if required

First Class Mailing:

U.S. Department of State
Office of Acquisition Management
Patrick Air Force Base
1038 S. Patrick Drive, Hangar 985
Patrick AFB, Florida 32925

Courier or Hand Delivery: U.S. Department of State
Office of Acquisition Management
Patrick Air Force Base
1038 S. Patrick Drive, Hangar 985
Patrick AFB, Florida 32925

Contracting Officer's Representative (COR):

[NAME FOR CONTRACT, TBD FOR SOLICITATION]

Telephone Number: [NUMBER]

Facsimile Number: [NUMBER]

U.S. Department of State: [ADDRESS]

(end of clause)

01INV DEPARTMENT OF STATE INVOICE INSTRUCTIONS

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, or DOSPayments@state.gov, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor
- (2) Dun and Bradstreet Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number - Our Financial System cannot accept the following characters: @ (at symbol), ~ (Tilde), & (Ampersand), ' (Apostrophe), " (Quotation) and spaces. Please do not include any of these characters as part of your invoice number.
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item**
- (2) Line Item Quantity**

- (3) Line Item Unit Price**
- (4) Total Line Item Invoicing Amount**
- (5) Delivery Date**
- (6) Contract Line Item Number (CLIN)**
- (7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)**

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the System for Award Management (SAM) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of SAM or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name:

U.S. Department of State
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:

Post Office Box 150008
Charleston, SC 29415-5008

Telephone Numbers:

Director's Secretary Voice 843-202-3761

Fax 843-746-0749

Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:

Office of Claims Customer Service
Email: commercialclaims@state.gov
Phone: 877-704-9473 Toll Free

Person to Contact: Supervisor, Vendor Claims

Email: GFS-ChiefVC@state.gov

(End of clause)

Section 1- Solicitation/Contract Form

H-025 TECHNICAL DIRECTION

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

(2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

(1) assign additional work under the contract;

(2) direct a change as defined in the "Changes" clause of this contract;

(3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or

(4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(end of clause)

Section 1- Solicitation/Contract Form

Identifier	Title	Date	Number of Pages
------------	-------	------	--------------------

1.10 ATTACHMENTS

Attachment 1 - Statement of Work (SOW) dated 9 Feb 2016

Attachment 2 - Past Performance Questionnaire

Section 2- Contract Clauses

Clause	Title
52.212-4	Contract Terms and Conditions--Commercial Items (May 2015)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items (June 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved].

- ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Jan 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- X (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June 2016) (E.O. 13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June 2016) (E.O. 13693).
- ___ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- X (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- X (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- X (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (June 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (June 2016) (E.O. 13693).

X (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

X (46)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

X (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

X (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

X (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (54) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (55) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made

available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi) __ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Mar 2016).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013)

(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after (TBD) unless the contract term is extended under FAR 52.217-9..

(End of clause)

52.217-6 Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within fifteen (15) *[insert in the clause the period of time in which the Contracting Officer has to exercise the option]*. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty six (66) months (months)(years).

(End of clause)

652.216-70 ORDERING INDEFINITE-DELIVERY CONTRACTS (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule—Continuation; or,

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

(End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a

Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is [insert job title of COR] .

(End of clause)

652.242-71 NOTICE OF SHIPMENTS (JUL 1988)

Redesignated as 652.247-70

652.242-72 SHIPPING INSTRUCTIONS (DEC 1994)

Redesignated as 652.247-71

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

652.232-72 LIMITATION OF FUNDS (AUG 1999)

(a) Of the total price in Section B (or the 'Prices' section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)

(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until

[contracting officer insert date].

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of clause)

52.245-1 Government Property (Apr 2012)

(a) *Definitions.* As used in this clause--\

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title. "Contractor inventory" means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

(4) "Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is custom-

arily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Loss of Government property" means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to -

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Production scrap" means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when remelted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

"Property" means all tangible property, both real and personal. "Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor. "Property records" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property". See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Unit acquisition cost" means -

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.* (1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.* (1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. (2) Modifications or alterations of Government property are prohibited, unless they are -- (i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions; (ii) Required for normal maintenance; or (iii) Otherwise authorized by the Contracting Officer. (3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.* (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.* (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost- Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon -

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.* (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage or destruction to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique-item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when -

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.* (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable

the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.* (1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies --

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government- furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.* (i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules. (i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report --

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.* (i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may--

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.* (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.* (i) Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause

(k) *Abandonment of Government property.* (1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of clause)

652.247-70 NOTICE OF SHIPMENTS (FEB 2015)

At the time of delivery of supplies to a carrier for onward transportation, the Contractor shall give notice of pre-paid shipment to the consignee establishment, and to other such persons as instructed by the Contracting Officer. If the Contractor has not received such instructions by 24 hours prior to the delivery time, the Contractor shall contact the Contracting Officer and request instructions from the Contracting Officer concerning the notice of shipment to be given.

(End of clause)

652.247-71 SHIPPING INSTRUCTIONS (FEB 2015)

(a) Each packing box shall be of solid construction in accordance with best commercial practices and sufficiently strong in direct ratio to the weight of the contents to withstand excessively rough handling while in transit overseas. It shall be constructed of lumber that is well seasoned, reasonably sound, free from bad cross grain and from knots or knotholes that interfere with nailing or that occupy more than 1/3 of the width of the piece of lumber. Box shall be constructed with three-way corners and diagonal bracing. All nails shall be cement-coated, of correct size and properly spaced to avoid splitting or warping, and shall be driven into the grain of the wood. Dimension of lumber shall be in accordance with the following table, dependent upon the weight of the contents:

Weight of box and Minimum dimensions of lumber for struts, contents frame members, and single diagonal braces

Up to 45 kg	19.05 x 57.15mm
46 to 113 kg	22.23 x 73.03mm
114 to 181 kg	22.23 x 98.43mm
182 to 272 kg	22.23 x 123.83mm or
	25.4 x 98.43mm

(b) Each box shall be lined with waterproof paper and shall be bound with 19.05mm steel straps firmly stapled in position to prevent the straps from slipping off the box. Articles must be secured and braced inside the shipping container to prevent the articles from shifting.

(c) Packing cases weighing 453.5 kg and more must be equipped with skids. Each skid shall consist of two end sections of 50.8 x 152.4mm lumber placed flat and a center section of 50.8 x 101.6mm lumber placed flat and then arranged in line to provide 254mm forklift spaces between center and end sections. When goods are ready for shipment, the Contractor shall prepare four (4) copies of a packing list, indicating the contract and, if applicable, order numbers; case number; itemized list of contents; net and gross weights in kilograms; and outside di-

mensions, including all clears, of each shipping container. The Contractor shall provide three (3) copies of the packing list to the U.S. Despatch Agent specified in the contract or order. The Contractor shall place the fourth copy of the packing list in packing case number one, which shall be marked as such so that it is easily identified by the consignee. Upon receipt of the packing list, the Despatch Agent will furnish export marks and instructions regarding shipment to the port specified, depending upon steamer services available at the time.

(d) The export marks shall be stenciled on one side of each box reserved for that purpose, and the appropriate case number stenciled in the lower left-hand corner of the same side. The contract and, as necessary, order numbers, net and gross weights in kilograms shall be stenciled on the same side. However, if the size of the box is too small to accommodate all stenciling on one side, the contract and order numbers and weights may be stenciled on the side opposite that used for the export marks and case number.

(e) The contract and, as necessary, order numbers must appear on all containers and papers relating to this clause.

(End of clause)

Section 3- Solicitation Provisions

52.215-1 Alt I Instructions to Offerors - Competitive Acquisition (Jan 2004) - Alternate I (Oct 1997)

(a) *Definitions.* As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before

award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Fee Indefinite Delivery, Indefinite Quantity (IDIQ) type of contract resulting from this solicitation.

(End of provision)

52.232-38 Submission of Electronic Funds Transfer Information With Offer (Jul 2013)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management.

(1) The solicitation number (or other procurement identification number).

- (2) The offeror's name and remittance address, as stated in the offer.
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
 - (5) The offeror's account number and the type of account (checking, savings, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
 - (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.
- (End of provision)

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Raymond Bouford, at 703-875-5429 or fax 703-875-6155. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L-001 INSTRUCTION TO OFFERORS

L-001- INFORMATION TO OFFERORS AND INSTRUCTIONS FOR PROPOSAL PREPARATION
1.0 General Instructions

- (a) This section of the Information to Offerors provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Statement of Work (SOW). **Non-conformance with the instructions provided in this Section L may result in a rejection of the offeror's proposal or an unfavorable proposal evaluation.**
- (b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the Offeror's proposal.
- (c) Offerors shall provide documentation from Honeywell that clearly states Offeror is Honeywell Original Equipment Manufacturer (OEM) "Certified" for overhaul, repair, conversion, and modification of Honeywell T53-703 and T53-L-13B engines.
- (d) Offerors shall provide documentation from the Federal Aviation Administration (FAA) that clearly states the Offeror and the Offeror facility where the engine work will be performed is an FAA Part 145 repair station with a capabilities list for overhaul, repair, and or modification of Honeywell engines.
- (e) Offerors shall provide a listing of all facility current capabilities and relevant past experience as it relates to the DoS owned Honeywell engines (repair, overhaul, inspection, conversion, evaluation).
- (f) Offerors shall provide the past performance questionnaires at attachment 2 to appropriate points of contact with a request to return completed questionnaires to the Contracting Officer at the Dept of State within 10 days of solicitation closing date.
- (g) Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.
- (h) The proposal acceptance period is specified in Section A of the solicitation. The Offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid through this date.
- (i) In accordance with FAR subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

2.1 General Information

2.1.1 Point of Contact

Exchanges of source selection information between Government and Offerors will be controlled by the Contracting Officer (CO). Email may be used to communicate with offerors. All emails must include "SAQMMA16R0035- Source Selection Information – See FAR 2.101 and 3.104" in the Subject line. Email: murphypj@state.gov. Otherwise, source selection information will be transmitted via the U.S. Postal Service or other carrier (e.g., FedEx, UPS, etc.) and mailed to the following address:

Contracting Officer
US Department of State
Office of Aviation Acquisition
Suite 214
6767 North Wickham Road
Melbourne, FL 32940

Reference: **RFP SAQMMA16R0035**

2.1.5 Non-Government Advisors

Non-Government Advisors will not provide ratings for proposals received in response to the solicitation. Their expertise is required for document preparation, training, advisory, and electronic source selection support. The use of Non-Government Advisors as defined above does not warrant a formal determination by the head of the agency as prescribed in FAR 37.204 (a).

2.1.6 Pre-Award Survey

The Government may, at the Contracting Officers discretion, conduct pre-award surveys in accordance with FAR 9.106.

2.2 Organization/Number of Copies/Page Limits

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table 2.2 below). The titles and contents of the

volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified in Table 2.2.

Table 2.2 - Proposal Organization

Volume	Volume Title	Copies	Page Limit
I	Executive Summary	Original + 5 Copies +1 CDs	5 pages
II	Technical Proposal	Original + 5 Copies + 1 CDs	50 pages total
TOC	Table of Contents (Provide an Indexed Cross Reference to all Requirements in SOW) (Provide an Indexed Cross Reference between Responses in Proposal and each Evaluation Factor in Section M)	Included in Above	Not Counted against total page count
III	Past Performance	Original + 2 Copies + 1 CDs	7 pages
IV	Contract Documentation	Original + 2 Copies + 1 CDs	Not Counted against total page count
V	Business	Original + 2 Copies + 1 CDs	Not Counted against total page count
Section A	Transmittal Letter and SF33		3 pages
Section B	Contract Information		Not Counted against total page count
Section C	Exceptions to Solicitation Requirements		Not Counted against total page count
Section D	Company Information		3 pages

2.2.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and excess paper copies will not be returned to the Offeror. Page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the Offerors. Each page shall be counted as indicated in Table 2.2 - Proposal Organization.

2.2.1.1 Page Size and Format

(a) A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced between each line, with 1.5 spacing between each paragraph. Except for the reproduced sections of the solicitation document, the font type/text size shall be Times New Roman, no less than 12 point size. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1 inch margins on the top and bottom and ¾-inch side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to ENs. These limitations shall apply to both electronic and hard copy proposals.

(b) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than 8 point size. These limitations shall apply to both electronic and hard copy proposals.

2.2.1 Indexing

Except for volume I, each volume shall be indexed with letter or number tabs corresponding with the table of contents for ease of location and quick reference.

2.2.2 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

2.2.3 Binding and Labeling

Each volume of the proposal should be separately bound in a three-ring, loose leaf binder permitting the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data should be placed on the spine of each binder. All unclassified document binders shall have a color other than red or other applicable security designation colors. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

2.3 Electronic Offers

For electronic copies, indicate on each CD the volume number and title. Use separate files to permit rapid location of all portions, including sub-factors, exhibits, annexes, and attachments, if any. Each volume shall be in a different directory on a CD. If files are compressed, the necessary decompression program must be included. The electronic copies of the proposal shall be submitted in a format readable by Portable Document Format (PDF), Microsoft (MS) Office Word 2007, MS Office Excel 2007, MS Office Project 2007, and MS Office Power Point 2007 as applicable. In the event that hard copies and electronic copies of a proposal are submitted and if there are any discrepancies between the hard copies and the electronic copies of the proposal, the hard copies will be used for evaluation.

2.4 Distribution

Proposals shall be addressed to the Contracting Officer and mailed or hand carried to:

Contracting Officer
US Department of State
Office of Aviation Acquisition
Suite 214
6767 North Wickham Road
Melbourne, FL 32940

Reference: **RFP SAQMMA16R0035**

L-008 STANDARD COMMERCIAL WARRANTY

If the proposed item(s) are customarily warranted in the trade, and as a result of that practice, the cost of these items to the Government will be the same whether or not a warranty is included; the offeror shall provide a copy of its standard commercial warranty with its proposal. If selected for award, this warranty shall apply to the resulting contract and shall be attached thereto at SECTION J. Inclusion of the standard commercial warranty shall in no way compromise the rights of the Government under any other clause of the resulting contract.
(End of provision)

52.212-1 Instructions to Offerors--Commercial Items (Oct 2015)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

- (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information).
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) *Late submissions, modifications, revisions, and withdrawals of offers.*
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received

at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(1) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

Section 4- Evaluation Factors

52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M-006 PROPOSAL EVALUATION

M.1. BASIS OF AWARD

The Government will award this Contract in accordance with FAR 15.101-2, using Lowest Priced Technically Acceptable Offer (LPTA) process. A single award will be made to that responsible Offeror whose total price evaluated in accordance with paragraph M.5 of this solicitation is the lowest and whose proposal meets or exceeds all technical and past performance evaluation criteria (non-cost factors). Offerors are hereby notified that the Government intends to use outside contractors to assist in the evaluation of proposals. Those contractors will have access to any and all information contained in the offerors' proposals and will be subject to appropriate conflict of interest, standards of conduct, and confidentiality restrictions. **It is the intent of the Government to make an award based on the initial proposal without discussions.**

M.2. NON-PRICE EVALUATION FACTORS AND EVALUATION CRITERIA

(a) The following technical factors and evaluation criteria shall be used:

(1) FACTOR 1: HONEYWELL APPROVED SOURCE

EVALUATION CRITERIA: Offeror's proposal provides adequate documentation clearly demonstrating Offeror is a Honeywell (OEM) "Certified" source for overhaul, repair, and / or modification of all current DOS engines listed in the SOW.

(2) FACTOR 2: HONEYWELL APPROVED FACILITY

EVALUATION CRITERIA: Offeror's proposal provides adequate documentation clearly demonstrating the prime offeror's facility(s) is Honeywell (OEM) "Certified" specializing in the inspection, testing, troubleshooting, cleaning, overhauling, repairing, and preservation of Honeywell T53 series engines.

(3) FACTOR 3: QUALIFICATIONS OF PROPOSED PERSONNEL

EVALUATION CRITERIA: All of offeror's proposed personnel are Honeywell (OEM) qualified, trained, and certified personnel for all quality systems and engineering services.

(4) FACTOR 4: ENGINE RUN AND TEST CELLS

EVALUATION CRITERIA: Offeror's proposal provides adequate documentation to demonstrate that the offeror maintains a certified Honeywell correlated and certified engine run and test cell(s) in order to determine acceptable engine performance for DoS engines when required.

(5) FACTOR 5: ON-SITE TECHNICAL ASSISTANCE

EVALUATION CRITERIA: Offeror's proposal adequately demonstrates that the offeror is capable of providing OEM approved on-site technical assistance and support at both CONUS and OCONUS locations on an as needed basis.

M.3. TECHNICAL RATING

The following technical ratings will be assigned to each technical proposal:

Rating Description

Acceptable: Proposal clearly **meets** the minimum requirements of the solicitation.

Unacceptable: Proposal **does not** clearly **meet** the minimum requirements of the solicitation.

M.4. PAST PERFORMANCE

(a) The Government will evaluate the Offeror's demonstrated recent and relevant record of past performance as well as the level of customer satisfaction and compliance with contract requirements in the areas of quality of product/service, adherence to contract schedule, cost control; history of reasonable and cooperative behavior and commitment to providing quality products/services. Under this LPTA solicitation process, the comparative assessment in FAR 15.305(a)(2)(i) does not apply. **Therefore, past performance will be rated on an "acceptable" or "unacceptable" basis.**

(b) The past performance evaluation considers each Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the Offeror's Past Performance proposal volume and information obtained from other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers and Fee Determining Officials; the Defense Contract Management Agency (DCMA), and commercial sources.

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance and will be rated as "Unknown Confidence (Neutral)".

(c) In determining the rating for the past performance evaluation factor, the Government will give greater consideration to the contracts which the Government feels are most relevant to the Government's requirement. There are two aspects to the past performance evaluation. The first is to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired under this solicitation. The second aspect of past performance evaluation is to determine how well the offeror performed on the contracts.

(1) Recency Assessment: An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 5 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

(2) Relevancy Assessment: The Government will conduct an evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the requirements of this solicitation. Consideration will be given to similarity of services. The Government will use the following relevancy definitions when assessing past performance:

PAST PERFORMANCE RELEVANCY CONSIDERATIONS

Rating Definition

Very Relevant: Present/past performance effort involved comparable scope and magnitude of effort and complexities as this solicitation requires.

Relevant: Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.

Somewhat Relevant: Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

M.5. PRICE EVALUATION

(a) The Government will evaluate price by adding the prices in the total cost column on the Contract Line Item Schedule (CLINS) (Price-Schedule) of this solicitation. Therefore, offerors shall fill-in the total cost column of the Price Schedule for each CLIN by multiplying the proposed unit price by units identified in the quantity column.

(b) **For award purposes only**, All unit prices for “Over and Above” CLINS will be included in price evaluation, but the “Over and Above” CLINS will not be part of the initial award as the required quantity for this cost reimbursable CLIN cannot be determined until after contract award and must be negotiated based on the total number of engines that may require inspection and repair.

52.212-2 Evaluation - Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered as described in detail in Section 4, Evaluation Factors of this solicitation.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Section 5- Representations and Certifications

52.212-3 Offeror Representations and Certifications--Commercial Items (Apr 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business*

concern in paragraph (c)(1) of this provision.] The offeror represents, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no mater-

ial changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) __ Are, __ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) __ Have, __ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) __ Are, __ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) __ Have, __ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification

in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) *Common parent*.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that--

(i) It ___ is, ___ is not an inverted domestic corporation; and

(ii) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CIS-ADA106@state.gov*.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ___ has or ___ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

_____.

Immediate owner legal name:

_____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ___ Yes or ___ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

_____.

Highest-level owner legal name:

_____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that--

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within

the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ___ is or ___ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.
(Do not use a "doing business as" name).

(End of provision)

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions.

As used in this provision:

'Foreign person' means any person other than a United States person as defined below.

'United States person' means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification.

By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(End of provision)